

**28.15 Tariffs.** In the event either Party files and receives approval for a tariff offering to provide any service referenced in Section 28.14 of this Agreement in a way different than that provided for herein, the other Party shall be eligible for subscription to that service at the rates, terms and conditions contained in the tariffs as of the effective date.

**28.16 Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

**28.17 No Third Party Beneficiaries; Disclaimer of Agency.** This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

**28.18 No License.** No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

**28.19 Technology Upgrades.** Nothing in this Agreement shall limit Ameritech's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Ameritech shall provide WinStar written notice at least one hundred and twenty (120) days prior to the incorporation of any such upgrades in Ameritech's network which will materially impact WinStar's service. Ameritech shall provide as much as one hundred and eighty (180) days prior notice if it is reasonably practical to do so. WinStar shall be solely responsible for the cost and effort of accommodating such changes in its own network.

**28.20 Survival.** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 19.14, 20.4, 21.0, 22.0, 24.0, 25.0, 28.3, 28.6, 28.8, 28.11 and 28.18.

**28.21 Scope of Agreement.** This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

**28.22 Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 27th day of November 1996.

WINSTAR TELECOMMUNICATIONS, INC.  
ON BEHALF OF WINSTAR WIRELESS OF  
MICHIGAN, INC.

By: [Signature]  
Printed: Robert G. Berger  
Title: V.P., Regulatory/legal  
11-27-96

AMERITECH INFORMATION  
INDUSTRY SERVICES, A DIVISION  
OF AMERITECH SERVICES, INC., ON  
BEHALF OF AMERITECH MICHIGAN

By: [Signature]  
Printed: \_\_\_\_\_  
Title: V.P. Sales & Marketing - MI  
11-27-96



## **SCHEDULE 1.0**

### **CERTAIN TERMS AS DEFINED IN THE ACT AS OF NOVEMBER 27, 1996**

"Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

"Dialing Parity" means that a person that is not an Affiliate of LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"Incumbent Local Exchange Carrier" means, for purposes of Section 251 of the Act, with respect to an area, the Local Exchange Carrier that (A) on the date of enactment of the Telecommunications Act, provided Telephone Exchange Service in such area; and (B)(i) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the FCC's regulations (47 C.F.R. 69.601(b)); or (ii) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (i).

"InterLATA" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases,

signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

“Number Portability” means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

“Telecommunications Carrier” means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

“Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“Telephone Exchange Service” means (a) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

“Telephone Toll Service” means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

**SCHEDULE 3.0**  
**IMPLEMENTATION SCHEDULE**

<b>LATA</b>	<b>Ameritech Interconnection Wire Center (AIWC)</b>	<b>WinStar Interconnection Wire Center (WTWC)</b>	<b>Interconnection Activation Date</b>
_____	_____	_____	_____
Detroit LATA	To be determined	To be determined	July 1, 1997

## **SCHEDULE 9.3.6**

### **FORM OF REPRESENTATION OF AUTHORIZATION**

[WinStar/Ameritech] hereby represents to [Ameritech/WinStar], for purposes of obtaining a Customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service for its Customers upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of [WinStar/Ameritech], [WinStar/Ameritech] acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, password verification, or other means ("Documentation of Authorization") which explicitly authorizes [WinStar/Ameritech] to have access to the prospective Customer's CPNI. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, [WinStar/Ameritech] must submit to [Ameritech/WinStar] the Documentation of Authorization. If [WinStar/Ameritech] cannot provide Documentation of Authorization, [Ameritech/WinStar] cannot provide CPNI to [WinStar/Ameritech].
2. [Ameritech/WinStar] will only disclose CPNI to agents of [WinStar/Ameritech] identified in the Documentation of Authorization.
3. If [WinStar/Ameritech] has already obtained Documentation of Authorization for the Customer to place an order for Telephone Exchange Service for the Customer, [WinStar/Ameritech] need not submit Documentation of Authorization to obtain the Customer's CPNI.
4. With respect to placing a service order for Telephone Exchange Service for a Customer, [WinStar/Ameritech] acknowledges that it must obtain Documentation of Authorization which explicitly authorizes [WinStar/Ameritech] to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. [WinStar/Ameritech] need not submit the Document of Authorization to process a service order. However, [WinStar/Ameritech] hereby represents that it will not submit a service order to [Ameritech/WinStar] unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
5. The Documentation of Authorization must clearly and accurately identify [WinStar/Ameritech] and the prospective Customer.
6. [WinStar/Ameritech] shall retain all Documentation of Authorization in its files for as long as [WinStar/Ameritech] provides Telephone Exchange Service to the Customer, or

for as long as [WinStar/Ameritech] makes requests for information on behalf of the Customer.

7. [WinStar/Ameritech] shall make Documentation of Authorization available for inspection by [Ameritech/WinStar] during normal business hours. In addition, [WinStar/Ameritech] shall provide Documentation of Authorization for Customers or prospective Customers to [Ameritech/WinStar] upon request.
8. [WinStar/Ameritech] is responsible for, and shall hold [Ameritech/WinStar] harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of November 27, 1996 by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc. on behalf of Ameritech Illinois and WinStar Communications Telecom Services (the "Interconnection Agreement") resulting from [Ameritech/WinStar]'s reliance upon [WinStar/Ameritech]'s representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
9. If [WinStar/Ameritech] fails to abide by the procedures set forth herein, [Ameritech/WinStar] reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.



10. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1996.

[WinStar Wireless of Michigan, Inc./Ameritech  
Information Industry Services, a division of  
Ameritech Services, Inc. on behalf of Ameritech  
Michigan]

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Its: \_\_\_\_\_

B. Non-Recurring Charges

Unbundled Loops

Date of Acceptance of Service Order	Service Order Charge <sup>2</sup>	Line Connection Charge <sup>3</sup>
Prior to 6/1/97	\$30	\$50
On or after 6/1/97	\$30	\$35

C. Additional Loop Conditioning Charges<sup>4</sup>

Loop Type	Additional Charges per Loop
Electronic Key Line	Rates based on cost
ISDN	\$22.50 per month per Loop
HDSL 2W	Rates based on cost
HDSL 4W	Rates based on cost
ADSL 2W	Rates based on cost

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<sup>2</sup> The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

<sup>3</sup> The Line Connection Charge applies to each Loop purchase.

<sup>4</sup> The Additional Loop Conditioning Charges are only applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in Section 9.3.5.

## **EXHIBIT A**

### **NETWORK ELEMENT BONA FIDE REQUEST**

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

## PRICING SCHEDULE - MICHIGAN - PRE JANUARY 1, 1997 PRICING <sup>1</sup>

This Pricing Schedule - Michigan - Pre January 1, 1997 Pricing shall only be operative and effective on and from the Effective Date until December 31, 1996. On and after January 1, 1997, this Pricing Schedule - Michigan - Pre January 1, 1997 Pricing shall cease to be of any force and effect and the terms of the Pricing Schedule - Michigan shall apply thereafter during the term of this Agreement.

### I. Reciprocal Compensation

If the number of minutes of Local Traffic terminated by either Party on the other Party's network is greater than five percent (5%), plus or minus, of the number of minutes of Local Traffic terminated by the other Party, the Parties shall compensate each other for the transport and termination of Local Traffic at the rate of \$0.015 per minute of use.

### II. Information Services Billing & Collection

Fee = \$0.03 per message

### III. BLV/BLVI Traffic

Rate = \$0.90 per Busy Line Verification  
\$1.10 per Busy Line Verification Interrupt  
(in addition to \$0.90 for Busy Line Verification)

### IV. Transiting

Rate = \$0.002 per minute

### V. Unbundled Network Elements

#### A. Unbundled Loop Rates

##### 1. Loops - Business - two wire

Rate = \$8.00 per month plus \$0.21 cross-connection charge per Loop

Loops - Business - four wire

Rate = \$16.00 per month plus \$0.42 cross-connection charge per Loop

##### 2. Loops - Residential - two wire

Rate = \$11.00 per month plus \$0.21 cross-connection charge per Loop

Loops - Residential - four wire

Rate = \$22.00 per month plus \$0.42 cross-connection charge per Loop

#### B. Non-Recurring Charges

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<sup>1</sup> These rates, terms and conditions shall apply unless altered by the Michigan Public Service Commission prior to December 31, 1996. If such action occurs, the resulting rates, terms and conditions shall apply during the Interim Period.

1. Unbundled Loops

Not applicable pre January 1, 1997.

2. Number Portability

Not applicable pre January 1, 1997.

C.

Additional Loop Conditioning Charges<sup>2</sup>

Loop Type	Additional Charges per Loop
Electronic Key Line	Rates based on cost
ISDN	\$22.50 per month per Loop
HDSL 2W	Rates based on cost
HDSL 4W	Rates based on cost
ADSL 2W	Rates based on cost

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<sup>2</sup> The Additional Loop Conditioning Charges are only applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in Section 9.4.5.